

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 678909

Amount: U.S. \$ 5,000.00 (five thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on June 17, 2020 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

A. & M. PIZZA REAL ESTATE, L.L.C.
Entity Type: Limited Liability Company
4042 S REPUBLIC
BATTLEFIELD, MO 65619

BENEFICIARY:

TIPPECANOE COUNTY BOARD OF COMMISSIONERS
Entity Type: Domestic Government Unit
20 N. 3rd STREET, 1st FLOOR
LAFAYETTE, IN 47901

ISSUER:

SOUTHERN BANK
4803 S NATIONAL STREET
SUITE 100
SPRINGFIELD, MO 65810

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under SOUTHERN BANK Letter of Credit No. 678909 dated June 17, 2020." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: ORIGINAL EXECUTED LETTER OF CREDIT ACCOMPANIED BY A WRITTEN REQUEST FOR THE LETTER OF CREDIT TO BE DRAWN.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **SPECIAL INSTRUCTIONS.** LETTER OF CREDIT FOR COMMERCIAL DRIVE ENTERANCE AND STORM SEWER TIE IN WITH IN THE RIGHT-OF-WAY
3504 PARAMOUNT DR, WEST LAFAYETTE, IN. 47906

5. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:01AM Central Time (Time) on June 17, 2023 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

7. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of MISSOURI, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

SOUTHERN BANK

By Wm Tracy Watkins
WM. TRACY WATKINS, MARKET PRESIDENT

Date 6-17-20

A. & M. PIZZA REAL ESTATE, LLC

Standby Letter Of Credit

MO/4XXSRICE0000000002299041061720N

Wolters Kluwer Financial Services ©1996, 2020 Bankers Systems™

Initials _____
Page 1



The above **Irrevocable Standby Letter of Credit (Dominos Pizza)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

Tracy A. Brown, President

Thomas P. Murtaugh, Vice President

David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Robert A. Plantenga, Auditor